



# The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

September 12, 1980

6-262AUG80

RECORDATION NO. 11612-B  
Filed 1425

No.

Date SEP 18 1980

SEP 18 1980 - 2 30 PM

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Amendment No. 1 to Conditional Sale Agreement  
Dated as of March 1, 1980

Dear Ms. Mergenovich:

Enclosed herewith for filing and recording with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 of the Interstate Commerce Act is one executed counterpart of an Amendment Agreement (the "Amendment"), dated as of August 1, 1980, among The Atchison, Topeka and Santa Fe Railway Company ("Santa Fe"), Santa Fe Rail Equipment Company, General Motors Corporation (Electro-Motive Division) and Harris Trust and Savings Bank, as Agent (the "Assignee").

The Amendment has the effect of adding and releasing certain railroad equipment to the terms of the Conditional Sale Agreement and the Agreement and Assignment, both dated as of March 1, 1980, among certain manufacturers of railroad equipment, Santa Fe and the Assignee. In addition, the Amendment adds certain language to the introductory paragraph of the Conditional Sale Agreement.

The railroad equipment being added to the Conditional Sale Agreement is as follows:

<u>Quantity/Type</u>	<u>Manufacturer</u>	<u>Road Numbers</u>
(12) 3000 H.P. Diesel Electric Locomotives (Model SD-40-2)	General Motors Corporation	5125 to 5136

The railroad equipment being released from the Conditional Sale Agreement is as follows:

(30) 77-ton, 50-cu. yd. Air Dump Gondola Cars	Difco Inc.	186230 to 186259
(107) 60' Plain Box Cars	Santa Fe Rail Equipment Company	612000 to 612106

I believe this should be Rec. No. 11612-B.

*[Signature]* Cindy Attanasio

September 12, 1980

The Conditional Sale Agreement is hereby amended by substituting a new Schedule B, revised in accordance with this Amendment, for the present Schedule B. A copy of the revised Schedule B is attached hereto as Exhibit 1.

The Conditional Sale Agreement and Agreement and Assignment, dated March 1, 1980 were filed and recorded with the Interstate Commerce Commission on March 28, 1980 and were assigned Recordation No. 11612 and 11612-A, respectively.

For the convenience of the parties, I have also enclosed 11 additional counterparts of the Amendment, which I would like to have returned bearing the recordation information.

The names and addresses of the parties to the Amendment, dated as of August 1, 1980, to Conditional Sale Agreement dated March 1, 1980, and the manufacturers of the equipment covered by the Amendment are as follows:

The Purchaser: The Atchison, Topeka and Santa Fe  
Railway Company  
80 East Jackson Boulevard  
Chicago, Illinois 60604

The Assignee: Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60690

The manufacturer of the 12 Diesel  
Electric Locomotives being added  
to the Conditional Sale Agreement: General Motors Corporation  
(Electro-Motive Division)  
La Grange, Illinois 60525

The manufacturer of the 107 Plain  
Box Cars being released from the  
Conditional Sale Agreement: Santa Fe Rail Equipment Company  
109 West Ninth Street  
Topeka, Kansas 66628

The manufacturer of the 30 Air  
Dump Gondola Cars being released  
from the Conditional Sale Agreement: Difco Inc.  
Diffential Avenue  
Finlay, Ohio 45840

A check in the amount of \$10 for the required recordation fee for the Amendment is enclosed.

Sincerely,

*Gus Svolos*

Gus Svolos  
General Counsel

GS/LBM:kfe

Enclosures

Revised in accordance with  
Amendment No. 1, dated August 1, 1980.

SCHEDULE B

To

Conditional Sale Agreement, Dated March 1, 1980

<u>Builder</u>	<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Road Numbers (Inclusive)</u>	<u>Estimated Time and Place of Delivery</u>
General Motors Corporation (Electro-Motive Division)	2,300 h.p. Model GP-39-2 Diesel Electric Locomotives	EMD Specif. 8075 dated July, 1977	La Grange, Illinois	10	\$ 650,000	\$ 6,500,000	3696 through 3705	April 1980; f.o.b. McCook, Illinois
General Motors Corporation (Electro-Motive Division)	3,000 h.p. Model SD-40-2 Diesel Electric Locomotives	The Atchison, Topeka and Santa Fe Railway Co. Specif. 22	La Grange, Illinois	12	846,500	10,158,000	5125 through 5136	September-November, 1980; f.o.b. McCook, Illinois
PACCAR Inc.	62' Insulated Box Cars AAR Mechanical Designation: XLI	PC-658 dated 8/1/79	Renton, Washington	54	79,630	4,300,020	AT-625378 through AT-625431	March 1980 Renton, Washington
PACCAR Inc.	61' Insulated Box Cars AAR Mechanical Designation: XLI	PC-680 dated 3/26/79	Renton, Washington	300	72,000	21,600,000	AT-622800 through AT-623099	April-July 1980 Renton, Washington
General Electric Company	3,000 h.p. Model C-30-7 Diesel Electric Locomotives	GE Specif. 3390G dated 1/15/79	Erie, Pennsylvania	24	791,667	<u>19,000,000</u> <u>\$61,558,020</u>	8099 through 8122	May 1980; f.o.b. Builder's plant, Erie, Pennsylvania

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**9/18/80**

**OFFICE OF THE SECRETARY**

**Gus Svolos**  
**General Counsel**  
**The Atchison, Topeka And Santa Fe Railway Co.**  
**80 East Jackson Boulevard**  
**Chicago, Illinois 60604**

Dear

**Sir:**

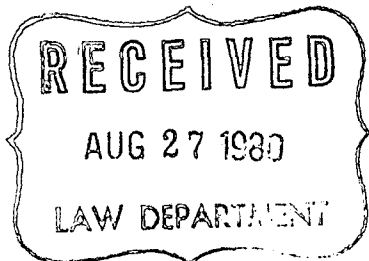
The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/18/80** at **2:30pm**, and assigned re-recording number(s).

**11612-B**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)



RECORDATION NO. 11612-B Filed 142b

SEP 18 1980 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of August 1, 1980, by and among THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Railroad"), SANTA FE RAIL EQUIPMENT CO. ("Santa Fe Rail"), GENERAL MOTORS CORPORATION (Electro-motive Division) ("G.M.") and HARRIS TRUST AND SAVINGS BANK, as Agent (the "Assignee"), under a Finance Agreement dated as of March 1, 1980 (the "Finance Agreement"), with the Railroad and the parties named in Schedule A thereto (the "Investors").

WHEREAS the Railroad and each of G.M., PACCAR Inc., Difco Inc. ("Difco"), Santa Fe Rail and General Electric Company (hereinafter collectively called the "Builders") have entered into a Conditional Sale Agreement dated as of March 1, 1980 (the "CSA"), providing for the construction, sale and delivery of certain items of railroad equipment specified in Schedule B thereto (the "Equipment");

WHEREAS each of the Builders and the Assignee have entered into an Agreement and Assignment dated as of March 1, 1980 (the "CSA Assignment"), assigning to the Assignee the rights of each such Builder under the CSA therein specified;

WHEREAS the CSA and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C.

§ 11303 on March 28, 1980, at 9:50 a.m., and were assigned recordation numbers 11612 and 11612-A;

WHEREAS the Railroad represents and warrants to the Agent and the Investors that, notwithstanding the CSA, the Equipment specified in Schedule B to the CSA to be constructed, sold and delivered by Difco to the Railroad (the "Difco Equipment") shall not be so constructed, sold and delivered;

WHEREAS pursuant to a letter dated April 11, 1980, from Difco to the Railroad acknowledging cancelation (the "Cancelation Acknowledgment") of the Difco Equipment, such equipment shall not be constructed, sold and delivered under the terms of the CSA;

WHEREAS Santa Fe Rail and the Railroad have agreed that, notwithstanding the CSA, the Equipment specified in Schedule B to the CSA to be constructed, sold and delivered by Santa Fe Rail to the Railroad (the "Santa Fe Rail Equipment") shall not be so constructed, sold and delivered;

WHEREAS Santa Fe Rail and the Railroad desire to amend the CSA by excluding therefrom the Santa Fe Rail Equipment, by releasing Santa Fe Rail of its obligation to construct, sell and deliver and the Railroad of its obligation to purchase and take the Santa Fe Rail Equipment, and by releasing all rights of Santa Fe Rail under the CSA with respect to the Santa Fe Rail Equipment;

WHEREAS G.M. has agreed to construct, sell and deliver to the Railroad, and the Railroad has agreed to purchase, the units of railroad equipment more fully described below (the "Substitute G.M. Equipment") and to add such Substitute G.M. Equipment to the Equipment to be constructed, sold and delivered by G.M. under the Agreement;

WHEREAS the Assignee, Santa Fe Rail and G.M. propose to amend the Assignment to reflect the amendments to the CSA herein referred to;

WHEREAS the Railroad represents and warrants that the estimated total aggregate base price of the Difco Equipment and Santa Fe Rail Equipment is approximately equal to the estimated total base price of the Substitute G.M. Equipment, as required by the last paragraph of Paragraph 2 of the Finance Agreement; and

WHEREAS the Assignee and the Railroad are authorized by the Investors pursuant to the last paragraph of Paragraph 2 of the Finance Agreement to enter into the Amendment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Schedule B of the CSA is hereby amended to delete therefrom pursuant to the Cancellation Acknowledgment the Difco Equipment which is described as follows:

Builder:	Difco Inc.
Type:	77-ton, 50-cu. yd. Air Dump Gondola Cars, AAR Mechanical Designation: MWD
Builder's Specifications:	Difco Drawing 8276-E dated 11/5/76
Builder's Plant:	Findlay, Ohio
Quantity:	30
Estimated Unit Base Price:	\$60,000
Estimated Total Base Price:	\$1,800,000
Road Numbers Inclusive:	AT-186230 through AT-186259
Estimated Time and Place of Delivery:	June-August 1980; Findlay, Ohio

2. The CSA is hereby amended by the Railroad releasing Santa Fe Rail from its obligations thereunder to the Railroad and by Santa Fe Rail releasing the Railroad from its obligations thereunder to Santa Fe Rail, and Schedule B of the CSA is hereby amended to delete the Santa Fe Rail Equipment, which is described as follows, therefrom:

Builder:	Santa Fe Rail Equipment Co.
Type:	60' Plain Box Cars, AAR Mechanical Designation: XF
Builder's Specifications:	AT&SF Ry. Specif 2959



Builder's Plant:	Topeka, Kansas
Quantity:	107
Estimated Unit Base Price:	\$64,000
Estimated Total Base Price:	\$6,848,000
Road Numbers Serial Numbers (Inclusive):	AT 612000 through AT 612106
Estimated Time and Place of Delivery:	August-December 1980; Topeka, Kansas

3. The CSA is hereby amended to add the Substitute G.M. Equipment as Equipment thereunder, and Schedule B of the CSA is hereby amended by adding thereto the Substitute G.M. Equipment and information with respect thereto as follows:

Builder:	General Motors Corp. (Electro-Motive Division)
Type:	SD-40-2 Locomotives
Builder Specifications:	ATSF-22
Builder's Plant:	La Grange, Illinois
Quantity:	12
Estimated Unit Base Price:	\$846,500
Estimated Total Base Price:	\$10,158,000
Road Numbers or Serial Numbers (Inclusive):	5125 to 5136
Estimated Time and Place of Delivery:	August-December 1980

4. The Assignment is hereby amended by adding after the word "hereof" in the fourth line of the introductory paragraph thereof the words "as amended by the Amendment Agreement dated as of August 1, 1980".

5. The Assignee hereby consents to the foregoing amendments to the CSA and the Assignment and the release of Santa Fe Rail as parties to each thereof.

6. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the CSA prior to the delivery of any of the Substitute G.M. Equipment under the CSA.

7. Except as amended hereby, the CSA and the Assignment shall remain unaltered and in full force and effect.

8. This Amendment Agreement shall be governed and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. This Amendment Agreement may be executed in several counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall execute a counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

THE ATCHISON, TOPEKA AND  
SANTA FE RAILWAY COMPANY,

by

  
EXECUTIVE VICE PRESIDENT

[Corporate Seal]

Attest:

  
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,

by

  
VICE PRESIDENT

[Seal]

Attest:

  
Assistant Secretary



[Seal]

Attest:

*G. Scheckel*  
Assistant Secretary

SANTA FE RAIL EQUIPMENT CO.,

by

*A. Briscoe*

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

*P. K. Hyland*  
VICE PRESIDENT

[Seal]

Attest:

*J. H. Scott*  
ASSISTANT SECRETARY

STATE OF ILLINOIS,)

) SS.:

COUNTY OF COOK, )

On this 29<sup>th</sup> day of August 1980, before me personally appeared W. J. Swartz, to me

personally known, who, being by me duly sworn, says that he is Executive Vice President of THE ATCHISON, TOPEKA AND SANTA FE

RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation,

that said instrument was signed and sealed on behalf of  
said Corporation by authority of its Board of Directors and

he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires: January 14, 1981

STATE OF ILLINOIS,)

) SS.:

COUNTY OF COOK, )

SEPTEMBER

On this 11<sup>th</sup> day of ~~August~~ 1980, before me personally appeared R. G. MASON, to me

personally known, who, being by me duly sworn, says that he  
is            VICE PRESIDENT            of HARRIS TRUST AND SAVINGS BANK,

that one of the seals affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed

and sealed on behalf of said Bank by authority of its Board of Directors and he acknowledged that the execution of the

foregoing instrument was the free act and deed of said Bank.

Notary Public

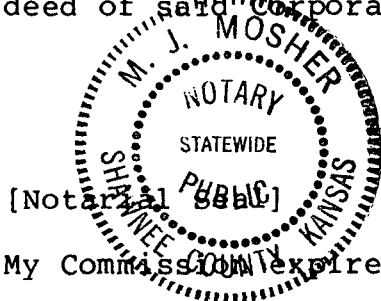
[Notarial Seal]

My Commission expires:

MY COMMISSION EXPIRES APRIL 6, 1982

STATE OF *Kansas*,  
COUNTY OF *Shawnee* ss.:

On this *9* day of *SEP* ~~August~~ 1980, before me personally appeared *H. J. Briscoe*, to me personally known, who, being by me duly sworn, says that he is *President* of SANTA FE RAIL EQUIPMENT CO., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



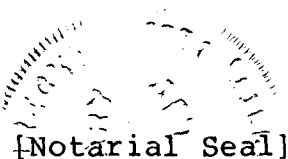
My Commission Expires:

*M. J. Mosher*  
Notary Public

My Appointment Expires September 4, 1983

STATE OF ILLINOIS, )  
COUNTY OF *Cook*, ) ss.:

On this *3rd* day of *September* ~~August~~ 1980, before me personally appeared *P. K. HOGLUND*, to me personally known, who, being by me duly sworn, says that he is *VICE PRESIDENT* of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



My Commission expires:

September 18, 1983

*J. K. Lorecki*  
Notary Public